Please Return To: NationsBanc Mortgage Corporation Post Closing 2 North Lake Avenue, Suite 300 Pasadena, CA 91101

Loan No.: 25009366

F73989CA

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## **DEED OF TRUST**

THIS DEED OF TRUST ("Security Instrument") is made on February 13, 1997
The grantor is Charles R. Harris and Joyce H. Harris, husband and wife as joint tenants with rights of survivorship

("Borrower").

The trustee is

Frederick Wark

("Trustee").

The beneficiary is

NationsBanc Mortgage Corporation

,which is organized and existing

under the laws of the State of Texas

, and whose address is

1776 Tribute Road, Sacramento, CA 95815

("Lender").

Borrower owes Lender the principal sum of one hundred forty six thousand and NO/100ths

Dollars(U.S. \$ 146,000.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2027 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Douglas County, Nevada:

Lot 33 as set forth on the Final Map of TILIMAN ESTATES, filed for record in the Office of the County Recorder of Douglas County, State of Nevada, on April 12, 1994, in Book 494, as Page 2192, as Document No. 334956.

APN: 27-861-25

which has the address of

760 Sunnyside Court, Gardnerville

[City]

Nevada

89410 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payment are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items, unless Lender pays Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender may root charge Borrower for holding and applying

or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Plands. Borrower and interest shall give to be private the property of the part of the Plands. Londer shall give to each debit to the Funds was made. The Finnds are pledged as additional security for all sums secured by this Security instrument.

If the Funds held by Lender executed the amounts generated to be held by applicable by Londer that good the property in th

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to

11 Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to

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the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a soun equal to one-twelfflor of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accopt, use and retain these payments as a loss reserve in leu of mortgage insurance, coverage for the amount and for the period promoters and the property of the promiums required to maintain mortgage insurance in effect, or to provide a loss receive, until the reput.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Candemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, are breatly assigned and condemnation, are hereby assigned and condemnation, are breatly assigned and condemnation, are hereby assigned and condemnation, are breatly assigned and condemnation, are breatly assigned and condemnation are then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, sequal to or greater than the amount of the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, is less than the amount of the sums secured by this Security Instrument shall be deemed

conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note are declared to be severable.

10. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

11. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred or if a beneficial interest in Borrower is sold or transferred or an attural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If Lender excriscs this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these-sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. It Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) curses any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to reasonable attorneys' fees; and (d) takes such action as Lender may reasonable attorneys' fees; and (d) takes

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Initials: CPH SINVC3 01/96 NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option and without further demand may invoke the power of sale, including the right to accelerate full payment of the note, and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence

of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by applicable law to Borrower and to the persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may

purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess

to the person or persons legally entitled to it.

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law.

23. Substitute Trustee. In accordance with applicable law, Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed

to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$900.00

25. Riders to this Security In	strument. If one or more riders are executed by	Borrower and recorded together with
this Security Instrument, the covenant	s and agreements of each such rider shall be in	ncorporated into and shall amend and
supplement the covenants and agreeme	ents of this Security Instrument as if the rider(s)	were a part of this Security Instrument.
[Check applicable box(es)].		
Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment Ride	r 🔲 Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ Balloon Rider	Rate Improvement Rider	Second Home Rider

U Other(s) [specify] BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Witnesses: (Seal) -Borrower (Seal) -Borrower (Seal) (Scal) -Borrower -Borrower

Douglas STATE OF NEVADA, County ss: On this 14th day of February a notary public in and for the County and State aforesaid, 1997 \_, personally appeared before me, the undersigned, Charles R. Harris and Joyce H. Harris known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that the vertical executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county of bouglas, the day and year in this Certificate first above written. , the day and year in this Certificate first above written 8-14-98 My Commission Expires: Notary Public County of Douglas , State of Nevada C. ACEVES Notary Public - State of Nevada Appointment Recorded in Douglas County MY APPOINTMENT EXPIRES AUG. 14, 1998 REQUESTED BY STERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA '97 FEB 20 P3:09 Initials: LINDA SLATER SINVC5 01/96 0 4 0 6 9 9 0 Page 5 of 5

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